



DAVIDOFF HUTCHER & CITRON LLP

ATTORNEYS AT LAW

605 THIRD AVENUE
NEW YORK, NEW YORK 10158

TEL: (212) 557-7200

FAX: (212) 286-1884

WWW.DHCLLEGAL.COM

FIRM OFFICES

WHITE PLAINS
ATTORNEYS AT LAW
120 BLOOMINGDALE ROAD
WHITE PLAINS, NY 10605
(914) 381-7400

PALM BEACH
ATTORNEYS AT LAW
250 ROYAL PALM WAY
SUITE 202
PALM BEACH, FL 33480
(561) 567-8488

FIRM OFFICES

ALBANY
ATTORNEYS AT LAW
150 STATE STREET
ALBANY, NY 12207
(518) 465-8230

WASHINGTON, D.C.
ATTORNEYS AT LAW
201 MASSACHUSETTS AVENUE N.E.
WASHINGTON, D.C. 20002
(202) 347-1117

April 15, 2022

By ECF

The Honorable Victor Marrero
United States District Judge
Daniel Patrick Moynihan
United States Courthouse
500 Pearl Street
New York, NY 10007

Re: *Relevant Sports LLC v. Stillitano*, No. 1:22-cv-02917-VM

Dear Judge Marrero:

We represent Defendant Carmelo Stillitano. Late last night, Plaintiff's counsel Mr. Mufson wrote to us baselessly threatening a sanctions application based upon a statement in our brief opposing the pending preliminary injunction application. At page 10 of our brief, we stated that "when Relevant's attorneys circulated a near-final draft of the settlement agreement, they suddenly included a provision (which had not been agreed upon or even discussed) whereby Stillitano would be compelled to forfeit his 7% equity interest in Relevant." Mr. Mufson takes umbrage with the fact that the draft itself does not include such a clause. We agree. But that does not change the truth of the statement.

Nevertheless, because of the serious nature of the allegations Mr. Mufson has baselessly threatened, we write to the Court in an abundance of caution to offer clarity on this statement. I represent as an officer of this Court that, contemporaneously with discussion of a near-final draft settlement, Mr. Mufson suddenly insisted upon the inclusion of a provision (not previously discussed in our prior negotiations) whereby Mr. Stillitano would surrender his equity position in Relevant Sports LLC. This eleventh-hour demand occurred in a phone call with me, and it was described as a "deal-breaker." We immediately conveyed this to our client, who rejected this condition. That is the basis for the statement at paragraph 44 of the Stillitano affidavit, as well as the statement at page 10 of our brief.

DAVIDOFF HUTCHER & CITRON LLP

The Honorable Victor Marrero
April 15, 2022
Page 2

Although we are confident that this clarifies any concern that Mr. Mufson may have, we would be pleased to clarify this language in our papers if the Court desires. In all events, we will address any questions from the Court on this or any other subject when we are before Your Honor on Monday.

Respectfully submitted,

/s/ Larry Hutcher

Larry Hutcher

cc: All Counsel of Record (via ECF)